

## **APPENDIX C**

### **NPDES STORMWATER PERMIT IMPLEMENTATION AGREEMENT**

National Pollutant Discharge Elimination System  
Stormwater Permit Implementation Agreement  
Santa Ana/San Diego Regions

- This AGREEMENT entered into as of this October, 1990 by the County of Orange, (herein called the COUNTY), the Orange County Flood Control District (herein called the DISTRICT and the Cities of Anaheim, Brea, Buena Park, Costa Mesa, Cypress, Dana Point, Fountain Valley, Fullerton, Garden Grove, Huntington Beach, Irvine, Laguna Beach, Laguna Niguel, La Habra, La Palma, Los Alamitos, Mission Viejo, Newport Beach, Orange, Placentia, San Clemente, San Juan Capistrano, Santa Ana, Seal Beach, Stanton, Tustin, Villa Park, Westminster, and Yorba Linda (herein called the CITIES) establishes the responsibilities of each party with respect to compliance with National Pollutant Discharge Elimination System (NPDES) Stormwater regulations administered by the United States Environmental Protection Agency (EPA) under the authority granted by the Clean Water Act (CWA) and its 1987 amendments, the Water Quality Act (WQA).

RECITALS

Whereas

Congress in 1987 amended Section 402 of the Federal Clean Water Act (33 U.S.C.A. 1342(p)) to require the federal Environmental Protection Agency to promulgate regulations for applications for permits for stormwater discharges; and

Whereas

These permit regulations will require the control of pollutants from stormwater discharges by requiring a National Pollutant Discharge Elimination System permit which would allow the lawful discharge of stormwaters into waters of the United States; and

Whereas

These EPA regulations will require NPDES permits for discharges from municipal storm sewers on a system-wide or jurisdiction-wide basis; and

Whereas

The Legislature, in enacting the Orange County Flood Control Act, created the Orange County Flood Control District to provide for the control of flood and storm waters; and

Whereas

The powers granted to the DISTRICT include carrying on technical and other investigations, examinations, or tests of all kinds, making measurements, collecting data, and making analyses, studies, and inspections pertaining to water supply, control of floods, use of water, water quality, nuisance, pollution, waste, and contamination of water, both within and without the DISTRICT; and

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SEP 10 1990

FBI - LOS ANGELES  
CRIMINAL SECTION

Whereas

The CITIES, the COUNTY and the DISTRICT desire to develop an integrated stormwater discharge management program with the objective of improving water quality in the County of Orange; and

Whereas

The California State Water Resources Control Board (CSWRB) as designee of the EPA has delegated authority to the Regional Water Quality Control Boards-Santa Ana Region (RWQCB-SAR) and San Diego Region (RWQCB-SDR) for administration of the NPDES Storm Water permit application process within the boundaries of their Regions; and

Whereas

The COUNTY, DISTRICT and CITIES have been designated as co-permittees by the RWQCBs; and

Whereas

The COUNTY has been designated as the lead Agency on the permits; and

Whereas

Cooperation between the CITIES, the COUNTY and the DISTRICT to jointly file applications for NPDES Stormwater permits is in the best interests of the CITIES, the COUNTY and the DISTRICT; and

Whereas

The COUNTY is willing to share the expertise of its staff with the CITIES so that they can join in seeking and implementing certain requirements of the NPDES Stormwater permits; and

NOW THEREFORE: The parties hereto do mutually agree as follows:

- I. Filing Status. The COUNTY, DISTRICT and CITIES will file the applications for stormwater permits as co-permittees. The COUNTY, the DISTRICT and each individual city will be a co-permittee.
- II. Incorporation of Federal Guidelines. The terms of all applicable Federal and State guidelines, as presently written or as changed during the life of this agreement are hereby incorporated by reference and made a part of this AGREEMENT and take precedence over any inconsistent terms of this agreement. Inconsistencies between the terms of the permit and final federal regulations are not applicable unless mandated by court order.
- III. Delegation of Responsibilities. The responsibilities of each of the parties shall be as follows:
  - A. The COUNTY, on a cost-shared basis, shall administer system compliance by

1. Preparing implementation and annual operating budgets. The budget year shall coincide with the fiscal year of the COUNTY, July 1 - June 30.
    - a. The participants shall be permitted to review and approve the annual operating budget for the forthcoming year. Criteria for approval shall be affirmative responses from a majority of the co-permittees which represent a majority of the percentage contribution as described in Section IV. The COUNTY and the DISTRICT will represent one voting co-permittee with their percentage contribution equal to the total of the COUNTY and the DISTRICT as described in Section IV. The review period shall be from November 1 to November 30 of each year with approval of the final budget to be completed by December 15.
    - b. The annual operating budget shall not be exceeded without prior consent of the majority of the co-permittees which represent a majority of the percentage contribution.
  2. Preparing compliance reports to the Regional Board and providing copies to the co-permittees.
  3. Preparing a draft system-wide Best Management Practices (BMP) Program report.
  4. Monitoring the implementation and ensuring the effectiveness of system-wide BMPs. This will include field reconnaissance to evaluate structural and procedural BMPs. An annual report to the RWQCB will be prepared presenting the results of these evaluations.

B. The DISTRICT shall, to the maximum extent practicable and on a cost-shared basis except in paragraph 4 below,

  1. Perform the water quality and hydrographic monitoring for permit compliance.
  2. Administer the water pollution control program by enforcing the Orange County Water Pollution Ordinance.
  3. Develop uniform criteria for annual

Inspection of drainage facilities.

4. Perform inspections, at no cost to the CITIES or the COUNTY, on those facilities owned by the DISTRICT and on municipal separate storm sewers in unincorporate County. Contracts, for such inspection within CITIES may be undertaken at the sole expense of the requesting city.

C. The CITIES shall, to the maximum extent practicable and at no cost to COUNTY or DISTRICT,

1. Implement a facility inspection program in accordance with the uniform criteria developed by the DISTRICT, for all municipal separate storm sewers as defined by the stormwater permit and within the jurisdictional boundaries of that city.

2. Submit to the COUNTY, storm drain maps with periodic revisions which reflect the modifications that were made to the storm drain system.

3. Prepare watershed characterizations, including:

a. Zoning designations and

b. Identification of areas where hazardous materials presently are or are suspected to have been stored, manufactured disposed of. This shall include sites at which a hazardous material spill has occurred.

4. Review, approve, and implement system-wide BMPs.

5. Eliminate or have eliminated, illegal/illicit connections to the storm drain system.

6. Identify the legal authority for control of discharges to the storm drain system.

7. Provide to the COUNTY annual reports (on forms provided by the COUNTY) and any other information needed to satisfy annual reporting requirements of the RWQCBs.

8. Adopt and enforce, or name DISTRICT as enforcer of a water pollution control ordinance, which prohibits non-NPDES permitted discharges to the municipal

D. The COUNTY shall, to the maximum extent practicable and at no cost to the CITIES or the DISTRICT, undertake in the unincorporated areas of the COUNTY, all activities required above of the CITIES that are not responsibilities of the DISTRICT as outlined in Section III, B.

IV. Program Costs. The responsibilities for payment of all shared costs of equipment, services, contracted analytical services, and the cost of the Regional Board permits, shall be distributed among the DISTRICT, COUNTY and CITIES as follows:

<u>Participant</u>	<u>Percentage Contribution</u>
DISTRICT	5
CITIES + COUNTY	95

The individual percentage contributions from each city and the COUNTY shall be functions of their respective areas and populations relative to those of the entire County. Each shall be calculated as one half of the sum of the area and population fractions, multiplied by 95% Excluded are national forests, state parks, airports, landfills, oceans, harbors, tidal bays and military installations. The contribution of the COUNTY shall be calculated from unincorporated areas and their respective populations.

$$\text{Share in percent for City # 1} = \frac{\frac{x_1}{x_{\text{tot}}} + \frac{y_1}{y_{\text{tot}}}}{2} (95)$$

x = area  
y = population  
tot = total population or area  
95 = total percentage excluding Flood Control District contribution

The percentage shares shall be calculated by the COUNTY Environmental Resources Division from population and area data. These calculations shall be completed by November 1 of each year and shall be included in the annual budget proposal. The initial percentage shares are presented in Attachment 1.

The total of shared costs shall not exceed \$1,000,000 for the first year of the program. A deposit which constitutes a share percentage of the total anticipated first year costs shall be required of each city. The

COUNTY shall send invoices for these deposits to the CITIES within 15 days of the signing of this AGREEMENT by the Board of Supervisors. Each city shall pay the deposit within 45 days of the date of the invoice.

If at any time during a given fiscal year the program costs exceed the sum of the deposits, the COUNTY shall submit invoices to the CITIES to recover the deficit. The share for each city shall be prorated according to the formula above. Each city shall pay the invoice within 45 days of the billing date.

The COUNTY shall prepare a fiscal year end accounting within 60 days of the end of the fiscal year. If the fiscal year end accounting results in costs (net of interest earnings) exceeding the sum of the deposits, the COUNTY shall invoice each city for its prorated share of the excess cost. Each city shall pay the billing within 45 days of the date of the invoice. If the fiscal year end accounting results in the sum of the deposits exceeding costs (net of interest earnings), the excess deposits will carry forward to reduce the billings for the following year.

After the initial billing for the program, the COUNTY shall invoice each city for its annual deposit at the beginning (July 1) of each fiscal year. Each city shall pay the deposit within 45 days of the date of the invoice. Each city's deposit shall be based on their prorated share of the approved annual budget, reduced for any surplus identified in the prior fiscal year end accounting.

Interest earned on the CITIES deposits will not be paid to the CITIES, but will be credited against the CITIES share of the program costs.

Upon termination of the program a final accounting shall be performed by the COUNTY. If costs (net of interest earnings) exceed the sum of the deposits, the COUNTY shall invoice each city for its prorated share of the excess. Each city shall pay the invoice within 45 days of the date of the invoice. If the sum of the deposits exceeds the costs, the COUNTY shall reimburse to each city its prorated share of the excess, within 45 days of the final accounting. Interest earnings are used to offset the CITIES share of program costs and will not be refunded to the CITIES.

Each city and the COUNTY shall bear the financial responsibility for implementing the Program, within its jurisdictional boundaries, as outlined in Section III. C. and D.

The filing fees for the Permits shall be included in

the first year costs.

- V. **Life of the AGREEMENT.** The life of the AGREEMENT shall be indefinite or as long as the WQA mandates compliance.
- VI. **Additional Parties.** Any city which becomes signatory to this AGREEMENT after the applications for the initial NPDES Stormwater permits have been approved and any city which becomes incorporated shall become a co-permittee on the NPDES Stormwater permit issued by its respective RWQCB and shall comply with all of the provisions of this AGREEMENT. The date of initiation, for determining participant costs for newly incorporated CITIES shall be the date of incorporation, and for a city signing after NPDES Stormwater permit approval it shall be the date of the initial application for the NPDES Stormwater permit. The costs for adding the additional parties to the program, including additional permit and processing fees, shall be paid by the added party. Monies to be reimbursed to the existing co-permittees shall be credited to their respective annual program operating fees for the following budget year.
- VII. **Withdrawal from the AGREEMENT.** A participant may withdraw from the AGREEMENT 60 days subsequent to written notice to the COUNTY. The COUNTY will notify the remaining co-permittees within 10 business days of receipt of the withdrawal notice. The withdrawing participant shall agree to file for a separate permit and to comply with all of the requirements established by the RWQCB(s). In addition, withdrawal shall constitute forfeiture of the withdrawing participant's deposit for the budget year of withdrawal. The withdrawing participant shall be responsible for all lawfully assessed penalties as a consequence of withdrawal. The cost allocations to the remaining members will be recalculated in the following budget year.
- VIII. **Non-compliance with Permit Requirements.** Any participant found in non-compliance with the conditions of the permit within their jurisdictional responsibilities shall be solely liable for any lawfully assessed penalties, pursuant to Section 13385 of the Water Code. Common penalties shall be calculated according to the formula outlined in Section IV.
- IX. **Legal Action/Costs/Attorney Fees.** Where any legal action is necessary to enforce any provision hereof for damages by reason of an alleged breach of any provisions of this AGREEMENT, the prevailing party shall be entitled to receive from the losing party all

litigation and collection expenses, administrative costs, witness fees and court costs.

- X. Amendments to the AGREEMENT. This AGREEMENT may be amended by consent of a majority of the co-permittees which represent a majority of the percentage contributions as described in Section IV. The COUNTY and the DISTRICT will represent one voting co-permittee with a percentage contribution equal to the sum of the individual contributions of the COUNTY and DISTRICT as described in Section IV. No amendment to this AGREEMENT shall be effective unless it is in writing and signed by the duly authorized representatives of the majority of co-permittees.
- XI. Authorized Signatories. The County Director of Public Works and the respective City Engineers or Directors of Public Works, shall be authorized to execute the application(s) for NPDES Stormwater permit(s) and take all other procedural steps necessary to file the application(s) for NPDES Stormwater permit(s).
- XII. Notices. All notices shall be deemed duly given if delivered by hand; or three (3) days after deposit in the U.S. Mail, postage prepaid.
- XIII. Governing Law. This AGREEMENT will be governed and construed in accordance with laws of the State of California. If any provision or provisions of this AGREEMENT shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired hereby.
- XIV. Consent to Breach not Waiver. No term or provision hereof shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the co-permittee to have waived or consented. Any consent by any co-permittee to, or waiver of, a breach by the other, whether express or implied, shall not constitute a consent to, waiver of, or excuse for any other different or subsequent breach.
- XV. Applicability of Prior Agreements. This document constitutes the entire AGREEMENT between the co-permittees with respect to the subject matter; all prior agreements, representations, statements, negotiations and undertakings are superseded hereby.
- XVI. Execution of the AGREEMENT. This AGREEMENT may be executed in counterpart and the signed counterparts shall constitute a single instrument.

IN WITNESS WHEREOF, this AGREEMENT has been executed as of  
the day and year first above written.

SIGNED AND CERTIFIED THAT A COPY OF  
THIS DOCUMENT HAS BEEN DELIVERED TO  
THE CHAIRMAN OF THE BOARD

COUNTY OF ORANGE

By



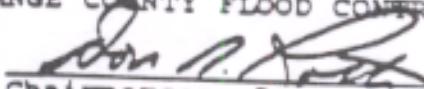
Chairperson, Board of Supervisors



LINDA D. RUTH /2-18-90  
Clerk of the Board of Supervisors  
County of Orange, California

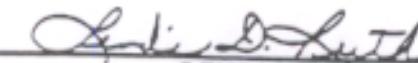
ORANGE COUNTY FLOOD CONTROL DISTRICT

By



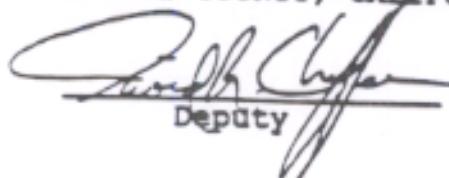
Chairperson, Board of Supervisors

SIGNED AND CERTIFIED THAT A COPY OF  
THIS DOCUMENT HAS BEEN DELIVERED TO  
THE CHAIRMAN OF THE BOARD.



LINDA D. RUTH /2-18-90  
Clerk of the Board of Supervisors  
County of Orange, California

APPROVED AS TO FORM:  
ADRIAN KUYPER, COUNTY COUNSEL  
ORANGE COUNTY, CALIFORNIA



10-19-90  
Deputy Date

CITY OF ANAHEIM  
By George J. Daniels  
City Manager

ATTEST:  
Leonard N. Soll  
CITY CLERK

APPROVED AS TO FORM:  
John L. Thompson, 12/14/77  
CITY ATTORNEY

CITY OF Glendale, CALIFORNIA  
By James W. Hopkins  
Mayor

ATTEST:  
Robert M. Cato  
CITY CLERK

APPROVED AS TO FORM:  
John L. Thompson  
CITY ATTORNEY

CITY OF BRENTWOOD  
By John D. Hart  
City Manager

ATTEST:  
John D. Hart  
CITY CLERK

APPROVED AS TO FORM:  
John L. Thompson  
CITY ATTORNEY

CITY OF COASTAL MESA  
By T. H. Coffey  
Mayor

ATTEST:  
Robert M. Cato  
CITY CLERK

APPROVED AS TO FORM:  
John L. Thompson  
CITY ATTORNEY

City of Cypress  
By John L. Clark  
Mayor

ATTEST:  
Jerry M. Galloway  
CITY CLERK  
APPROVED AS TO FORM:  
Jerry M. Galloway  
CITY ATTORNEY

City of Fountain Valley  
By Donald Clark  
Mayor

ATTEST:  
John D. Clark 4/17/74  
CITY CLERK  
APPROVED AS TO FORM:  
Clark Yarrow  
CITY ATTORNEY

City of Huntington  
By John Clark  
Mayor

ATTEST:  
John Clark  
CITY CLERK  
APPROVED AS TO FORM:  
Beth Clark  
CITY ATTORNEY

City of Lake Forest  
By Gary Dyess  
City Engineer or Designated  
Alternate  
Gary Dyess, Deputy City Engineer

ATTEST:  
Mary A. Carlson  
CITY CLERK  
Harry A. Carlson

APPROVED AS TO FORM:  
Jerry M. Patterson  
CITY ATTORNEY Jerry N. Patterson

## REQUESTS FOR CITY COUNCIL ACTION

Date October 1, 1990

Submitted to: Honorable Mayor and City Council

Submitted by: Michael T. Uherkovich, City Administrator

Prepared by: *Louis F. Sandoval*, Director of Public Works

CITY OF GARDEN GROVE  
By *John B. D'Adda*  
Mayor

APPROVED BY CITY COUNCIL  
*John L. ...  
Betty J. ...  
City Clerk*

Subject: ENVIRONMENTAL PROTECTION AGENCY - NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES)

ATTEST:

*Joseph Mazzoni*  
CITY CLERK

Approved by Council 4/17/90

APPROVED AS TO FORM:  
*Karen J. ...  
City Attorney*

Consistent with Council Policy?  Yes  New Policy or Exception

Statement of Issue, Recommendation, Analysis, Funding Source, Alternative Actions, Attachments.

### STATEMENT OF ISSUE:

As part of the U.S. Clean Water Act, the EPA has initiated a program to clean up our storm waters. The program is called the National Pollutant Discharge Elimination System (NPDES). To bring about a more organized and efficient approach to this program, the County of Orange (EMA and Flood Control) and all of the cities in the county have developed a unified program. The county has the expertise to do much of the needed investigation and storm water testing throughout the entire county (they have already a limited program in place) and is willing to be the lead agency. A committee comprised of the county and all of the cities has developed an implementation agreement to be executed by all of the agencies.

### RECOMMENDATION:

Authorize the Mayor, the City Administrator, the Director of Public Works and the City Clerk to execute the National Pollutant Discharge Elimination System Storm Water Permit Implementation Agreement.

### ANALYSIS:

At the meeting of May 7, 1990, the City Council authorized the City to be a co-permittee on the application for the permit. The permit was subsequently submitted to the Santa Ana Regional Water Quality Control Board and approved by that body.

We have received the final draft of the implementation agreement from the county. It is imperative that the agreement be executed at this time in order to begin implementation of our program prior to receipt of the final EPA rules and guidelines scheduled to come out in late October.

The county-wide committee, not knowing the exact cost for the first year of implementation has prepared a first year program budget of \$1,000,000. As defined in the attached agreement, the Huntington Beach share of the program is 5.50% or \$56,090.74 for that first year. The \$58,090.74 is included in the current budget of \$105,000.

### FUNDING SOURCE:

Included in the 1990/91 budget (Food Fund) is \$105,000 for an EPA/SAC mitigation and the first year program costs.

CITY OF LAGUNA NIGUEL  
By Patricia Clark  
Mayor

ATTEST:  
J. J. Clark  
APPROVED AS TO FORM:  
John Z. Clark  
City Attorney / '94

CITY OF LA PALMA  
By Paula Clark  
Mayor

ATTEST:

G. Clark  
CITY CLERK  
APPROVED AS TO FORM:  
John Z. Clark  
CITY ATTORNEY

CITY OF LA NEBRASKA  
By Mr. John G. Smith  
City Manager

ATTEST:  
Shirley Johnson  
CITY CLERK  
APPROVED AS TO FORM:  
John Z. Clark  
CITY ATTORNEY

CITY OF LOS ANGELES  
By John H. Morgan  
Mayor

ATTEST:  
Karen K. L. Clark  
CITY CLERK  
APPROVED AS TO FORM:  
John H. Morgan  
CITY ATTORNEY

ACTION OF THE CITY COUNCIL OF THE  
CITY OF MISSION VIEJO, CALIFORNIA  
NOVEMBER 13, 1990

ADDRESSED TO:

Bob Colacott  
Orange County EPA  
10852 Douglass Road  
Anaheim, CA 92806

COPY TO:

Dennis Wilberg, Director of Public  
Works/City Engineer

MEETING DATE:

November 13, 1990

COUNCILMEMBERS PRESENT:

Craycraft, Jaffie, Keena, Murray  
Curtis

COUNCILMEMBERS ABSENT:

AGENDA ITEM NO.:

4.6

SUBJECT:

National Pollutant Discharge Elimination  
Systems (NPDES) for Urban Stormwater  
Runoff

MOTION made by Councilman Craycraft, seconded by Councilman  
Murray, carried 4-0. Council referred the matter to staff  
for further investigation.

CITY OF MISSION VIEJO  
By Mayor Christian W. Keena  
Christian W. Keena

ATTEST:  
*Ivy J. Sobel*  
City Clerk  
Ivy J. Sobel  
APPROVED AS TO FORM:  
*John E. Graycraft Jr.*  
City Attorney  
Scott Field

CITY OF NEWPORT BEACH  
By Mayor Ruth D. Johnson  
Ruth D. Johnson

ATTEST:  
*Wendell E. Lappo*  
City Clerk  
Wendell E. Lappo  
APPROVED AS TO FORM:  
*Bob Colacott*  
City Attorney



CITY OF ORANGE  
By Charles L. Lopez  
Director of Public Works

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

John H. Mendenhall  
CITY ATTORNEY  
Attachment #LM 1948/10

ATTEST:

James M. Brown  
CITY CLERK UCI 2 1990

APPROVED AS TO FORM:

James D. Tamburini  
CITY ATTORNEY

APPROVED AS TO CONTENT:

Robert J. Mendenhall  
Director of Public Works/  
City Engineer

CITY OF SAN CLEMENTE  
By Carolyn Hazzard  
Mayor

CITY OF SAN CLEMENTE  
By Carolyn Hazzard  
Mayor

ATTEST:

D. Michael Stewart  
CITY CLERK

APPROVED AS TO FORM:

John M. Moore  
CITY ATTORNEY

CITY OF SAN JUAN CAPISTRANO  
By John Juan Capistrano  
Mayor

ATTEST:

Charles L. Lopez  
CITY CLERK

APPROVED AS TO FORM:

John Juan Capistrano  
CITY ATTORNEY

CITY OF PLACENTIA

John Henry Schildknecht  
By John Henry Schildknecht  
Mayor UCI 2 1990

ATTEST:

James M. Brown  
CITY CLERK UCI 2 1990

APPROVED AS TO FORM:

James D. Tamburini  
CITY ATTORNEY

APPROVED AS TO CONTENT:

Robert J. Mendenhall  
Director of Public Works/  
City Engineer

CITY OF STANTON  
By Z. L. Clegg  
Director of Public Works

ATTEST:  
City Clerk

APPROVED AS TO FORM:  
M. D. Miller  
City Attorney

CITY OF SANTA ANA  
By R. E. Hayes  
J. H. Miller  
City Manager

ATTEST:  
City Clerk

APPROVED AS TO FORM:  
Ed. M. Miller  
City Attorney

CITY OF TRUCKEE  
By H. L. Sturtevant  
Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:  
Ed. M. Miller  
City Attorney

CITY OF SEAL BEACH  
By P. L. Zwick  
City Manager

ATTEST:  
City Clerk

APPROVED AS TO FORM:  
\_\_\_\_\_  
City Attorney

APPROVED AS TO FORM:  
John G. Tamm  
City Attorney

Request for Council Action  
Environmental Protection Agency (NPDES)  
October 1, 1990

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**ALTERNATIVE ACTION:**

Withdraw the City of Huntington Beach from the permit and file a separate permit with the Santa Ana Water Quality Control Board.

**ATTACHMENTS:**

1. Request for Council Action dated May 7, 1990
2. NPDES Storm Water Permit Application Implementation Agreement

MTU-LFS:REE:lb

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**SCHEDULE OF THE ACTION OF THE CITY COUNCIL**

Council Chamber, Civic Center  
Huntington Beach, California  
Monday, October 1, 1990

A videotape recording of this meeting is  
on file in the City Clerk's Office  
  
Mayor Hays called the regular meetings of the City Council and the  
Redevelopment Agency of the City of Huntington Beach to order at 7 p.m.  
  
ROLL CALL

PRESENT: Macallister, Hinckell, Green, Hays, Bonnitter, Silva, Friskin  
ABSENT: None

**(CITY COUNCIL) AGREEMENT - APPROVED - ENVIRONMENTAL PROTECTION AGENCY -  
NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES)** (600-25)

A motion was made by Macallister, seconded by Green, to approve and authorize execution of the National Pollutant Discharge Elimination System Storm Water Permit Implementation Agreement to clean up storm water Huntington Beach share is \$58,000.00 for the first year. The motion carried by the following roll call vote:

AYES: Macallister, Hinckell, Green, Hays, Bonnitter, Silva, Friskin  
NOES: None  
ABSENT: None

Mayor Hays adjourned the regular meeting of the City Council and the regular meeting of the Redevelopment Agency of the City of Huntington Beach to 7 p.m.  
Monday, October 8, 1990, to Room 8-8, Civic Center

ATTEST:

Connie Binkley  
City Clerk  
Connie Binkley  
City Clerk  
Connie Binkley  
City Clerk

Connie Binkley  
City Clerk and an officer there  
of the City Council of the City  
of Huntington Beach, California

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STATE OF CALIFORNIA  
County of Orange  
City of Huntington Beach

Mayor

I, COMIE BROODDAY, the duly elected and qualified City Clerk of the foregoing, do hereby certify that the above and said City at their regular meeting held on the 1st day of October 1990, at HEINSS my hand and seal of the said City of Huntington Beach this the 10th day of October 1990.

Connie Brockway  
City Clerk and ex-officio Clerk  
of the City Council of the City  
of Huntington Beach, California  
Huntington Beach  
Deputy

Connie Brockway

City Clerk and ex-officio Clerk

of the City Council of the City

of Huntington Beach, California

Huntington Beach

Deputy

CITY OF IRVINE  
By Charles C. Schreider  
Mayor

ATTEST:  
Charles C. Schreider  
CITY CLERK  
9/24/90

APPROVED AS TO FORM:  
John P. Holloman  
CITY ATTORNEY

CITY OF HUNTINGTON BEACH  
By Attala S. Gilliam  
City Administrator  
Wm. F. Schone  
By Wm. F. Schone  
Directed of Public Works  
Q-1A-90  
By D. D. Jones  
Report

ATTEST:  
Connie Brockway  
CITY CLERK  
10/9/90

APPROVED AS TO FORM:  
John P. Holloman  
CITY ATTORNEY  
Q-1A-90

CITY OF LAGUNA BEACH  
By John P. Holloman  
CITY MANAGER

ATTEST:  
Charles C. Schreider  
CITY CLERK  
10-17-90

APPROVED AS TO FORM:  
John P. Holloman  
CITY ATTORNEY

C-18

City of Villa Park

By Smith, E. Heck  
City Engineer

ATTEST:

J. Karen Miller  
City Clerk

APPROVED AS TO FORM

Dated: 9/25/90

ATTEST:

APPROVED TO FORM:  
J. C. C.  
CITY Attorney

CITY OF WENTWELL  
BY Charles' Smith  
HANOVER

APPROVED AS TO CONTENT:  
  
Acting City Manager

C-19

City of Torba Linda  
By Mayor Pro Tem

ATTEST:

APPROVED AS TO FORM:  
  
City Attorney

CITY OF WESTMINSTER  
BY Charles L. French  
HARVARD

APPROVED AS TO CONTENT:  
  
Acting City Manager

ATTACHMENT 1  
1990-91 PARTICIPANT SHARE CALCULATIONS

GROSS DRY LAND AREA FIGURES SUPPLIED BY EMA SURVEYOR/BOUNDARY UNIT

ANAHEIM	44.99	LOS ALAMITOS	4.26
BREA	10.36	MISSION VIEJO	16.39
BUENA PARK	10.06	NEWPORT BEACH	13.77
COSTA MESA	15.34	ORANGE	23.18
CYPRESS	6.93	PLACENTIA	6.61
DANA POINT	6.44	SAN CLEMENTE	17.09
FOUNTAIN VALLEY	9.55	SAN JUAN CAPISTRANO	14.05
FULLERTON	22.30	SANTA ANA	27.34
GARDEN GROVE	17.77	SEAL BEACH	10.72
HUNTINGTON BEACH	27.27	STANTON	3.13
IRVINE	43.40	TUSTIN	10.98
LAGUNA BEACH	7.50	VILLA PARK	2.08
LAGUNA NIGUEL	14.70	WESTMINSTER	10.19
LA HABRA	7.70	YORBA LINDA	17.96
LA PALMA	2.01	COUNTY OF ORANGE	364.80

LAND AREA DEDUCTED FROM JURISDICTIONS:

Landfills:

	Area (Sq. Miles)	Jurisdiction
Olinda	.89	-----
Santiago	.25	County
Prima Descheccha	2.34	County
Bee Canyon	1.13	County
Coyote Canyon	1.09	County

State Parks:

	Area (Sq. Miles)	Jurisdiction
Alamitos St. Beach	.002	-----
Bolsa Chica St. Beach	.27	Seal Beach
Chino Hills St. Park	4.09	Huntington Beach
Torona Del Mar St. Beach	.05	County
Crystal Cove St. Park	6.30	Newport Beach
Doheny St. Beach	.40	County
Huntington St. Beach	.20	Dana Point
San Clemente St. Beach	.18	Huntington Beach
		San Clemente

Airports:

	Area (Sq. Miles)	Jurisdiction
Fullerton	.11	-----
John Wayne	.78	Fullerton
		County

Military Facilities:

	Area (Sq. Miles)	Jurisdiction
Marine Corps Air Station	2.40	-----
El Toro Marine Base	6.25	Tustin
Los Alamitos Armed	2.07	County
Services Reserve Center	2.17	Los Alamitos
Seal Beach Weapons Station	2.17	Seal Beach

National Forests:

	Area (Sq. Miles)	Jurisdiction
Cleveland National Forest	86.75	-----
		County

## ATTACHMENT 1

WEIGHTED AVERAGE METHOD		WEIGHTINGS:		POPULATION	PER
		AREA	SCA	SCA	
	1-1-90	7-31-90	% AREA	WEIGHTED	PER
	*POPULATION	% OF POP. (sq. miles)	% OF AREA	AVERAGE SHARE	\$1,000,000
ANAHEIM	247,822	10.65%	44.99	6.70%	\$62,434.28
BREA	33,815	1.45%	10.36	1.54%	\$14,234.52
BUENA PARK	66,508	2.86%	10.06	1.50%	\$22,718.43
COSTA MESA	94,704	4.07%	15.34	2.28%	\$30,191.48
CYPRESS	45,703	1.96%	6.93	1.03%	\$14,235.27
DANA POINT	31,189	1.34%	6.04	0.90%	\$10,641.92
FOUNTAIN VALLEY	56,382	2.42%	9.55	1.42%	\$18,269.51
FULLERTON	111,737	4.30%	22.19	3.31%	\$38,515.49
GARDEN GROVE	135,286	5.82%	17.77	2.65%	\$40,196.93
HUNTINGTON BEACH	191,630	8.24%	26.80	3.99%	\$58,090.78
IRVINE	102,418	4.40%	43.40	6.46%	\$31,618.63
LAGUNA BEACH	24,599	1.06%	7.50	1.12%	\$10,329.22
LAGUNA NIGUEL	37,527	1.61%	14.70	2.19%	\$18,063.04
LA HABRA	49,398	2.12%	7.70	1.15%	\$15,534.55
LA PALMA	16,120	0.69%	2.01	0.30%	\$4,713.69
LOS ALAMITOS	12,206	0.52%	2.19	0.33%	\$4,041.82
MISSION VIEJO	75,537	3.25%	16.39	2.44%	\$27,020.15
NEWPORT BEACH	70,202	3.02%	13.72	2.04%	\$24,041.75
ORANGE	107,712	4.63%	23.18	3.45%	\$38,394.02
PLACENTIA	42,060	1.81%	6.51	0.98%	\$13,264.99
SAN CLEMENTE	40,381	1.74%	16.91	2.52%	\$20,209.38
SAN JUAN CAPISTRANO	25,268	1.09%	14.05	2.09%	\$15,099.94
SANTA ANA	235,961	10.14%	27.34	4.07%	\$67,524.98
SEAL BEACH	27,347	1.18%	8.55	1.27%	\$11,653.22
STANTON	28,427	1.22%	3.13	0.47%	\$8,019.11
TUSTIN	49,409	2.12%	8.58	1.25%	\$16,159.39
VILLA PARK	6,959	0.30%	2.08	0.31%	\$2,892.59
WESTMINSTER	73,403	3.16%	10.19	1.52%	\$22,197.91
TORBA LINDA	52,347	2.25%	17.96	2.68%	\$23,399.73
COUNTY OF ORANGE	234,032	10.06%	255.16	38.01%	\$228,313.29
COUNTY FLOOD CONTROL				5.000000%	\$50,000.00
	2,326,211	100.00%	671.38	100.00%	\$1,000,000.00

NUMBERS MAY NOT FOOT DUE TO ROUNDING

\* Source: California State Department of Finance

\*\* Source: Environmental Management Agency - Surveyor/Boundary Unit  
 Area has been calculated using the dry land area figures  
 provided by DMA and subtracting areas in each jurisdiction for  
 national forests, state parks, airports, landfills and military  
 installations.